

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TIMAERO IRELAND LIMITED,

Plaintiff,

v.

THE BOEING COMPANY,

Defendant.

No. 2:21-00488-RSM

THE BOEING COMPANY'S
ANSWER TO SECOND AMENDED
COMPLAINT

Defendant The Boeing Company ("Boeing") by and through its undersigned attorneys, Perkins Coie LLP, hereby answers Plaintiff Timaero Ireland Limited's ("Timaero"¹) Second Amended Complaint as follows, in paragraphs numbered to correspond to the paragraph numbers in the Second Amended Complaint.

Several of the counts asserted in the Second Amended Complaint have been dismissed by the Court. Dkts. #82, 127. No response to any of the paragraphs associated with the dismissed counts is necessary, and none is provided. The Second Amended Complaint also featured footnotes containing citations to materials in the public record and headers containing no allegations. Boeing does not believe a response is required to footnote reference materials (which speak for

¹ Plaintiff Timaero Ireland Limited is a wholly-owned subsidiary of European entities, including, at times, a Russian corporate entity named "VEB-Leasing" ("VEB"). Because internal Boeing documents and witnesses recall primarily dealing with VEB (and not "Timaero"), this Answer refers to Plaintiff as VEB at times to reflect that the individuals involved were representatives of the Russian entity.

1 themselves) or headers. To the extent a response is required to the footnotes or headers, Boeing
 2 denies any allegations therein.

3 **I. THE PARTIES**

4 1. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
 5 the allegations in Paragraph 1 and therefore denies them.

6 2. Boeing admits that it is a Delaware corporation. Boeing also admits that it designs,
 7 manufactures, and sells commercial aircraft, including the 737 MAX aircraft. Boeing also admits
 8 that it has employees in the State of Washington. Boeing denies all remaining allegations in
 9 Paragraph 2.

10 3. Boeing admits that Boeing Commercial Airplanes (“BCA”) is one of its business
 11 units that maintains corporate office space in Renton, Washington, among other locales. Boeing
 12 also admits that BCA is involved in the design, manufacture, and sale of commercial aircraft,
 13 including the 737 MAX. Boeing denies all remaining allegations in Paragraph 3.

14 **II. JURISDICTION AND VENUE**

15 4. The allegations in Paragraph 4 consist of legal conclusions to which no response
 16 from Boeing is required. To the extent a response is required, Boeing admits that this Court has
 17 jurisdiction over the subject matter of this action.

18 5. The allegations in Paragraph 5 consist of legal conclusions to which no response
 19 from Boeing is required. To the extent a response is required, Boeing admits that this Court has
 20 personal jurisdiction over Boeing for this litigation.

21 6. The allegations in Paragraph 6 consist of legal conclusions to which no response
 22 from Boeing is required. To the extent a response is required, Boeing admits that venue is proper
 23 in this Court.

24 7. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
 25 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
 26

1 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
2 denies all remaining allegations in Paragraph 7.

3 III. SUMMARY

4 8. The allegations in Paragraph 8 simply characterize the pleading and require no
5 response from Boeing. To the extent a response is required, Boeing denies the allegations in
6 Paragraph 8. As to the allegations as to which law applies, the Court held that Timaero's claims
7 are governed by Washington law, and no further response to Footnote 2 is required by Boeing. *See*
8 Dkt. #127 at 9.

9 9. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
10 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
11 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
12 also admits that it met with representatives from VEB to discuss the 737 MAX. Boeing also admits
13 that, in total, Boeing and Timaero Ireland Limited contracted for the purchase of 22 737 MAX
14 aircraft. Boeing denies all remaining allegations in Paragraph 9.

15 10. Boeing admits that a Boeing model 737 MAX aircraft operated as Lion Air Flight
16 610 crashed on October 29, 2018, which resulted in the deaths of all persons on board. Boeing also
17 admits that a Boeing 737 MAX aircraft operated as Ethiopian Airlines Flight 302 crashed on
18 March 10, 2019, which resulted in the deaths of all persons on board. Boeing denies all remaining
19 allegations in Paragraph 10.

20 11. Boeing admits that, on January 7, 2021, Boeing and the U.S. Department of Justice,
21 Criminal Division, Fraud Section ("Fraud Section") and the U.S. Attorney's Office for the
22 Northern District of Texas entered into a deferred prosecution agreement (the "DPA"). Boeing
23 further admits that the DPA included a Statement of Facts (labelled as Appendix A), and that the
24 facts recited in the DPA's Statement of Facts are true. Boeing denies all remaining allegations in
25 Paragraph 11.
26

1 12. Boeing admits that, on January 7, 2021, the U.S. Attorney's Office for the Northern
2 District of Texas filed a criminal information charging Boeing with one count of Conspiracy to
3 Defraud the United States. The document speaks for itself. Boeing denies all remaining allegations
4 in Paragraph 12.

5 13. Boeing admits that it entered into the DPA on January 7, 2021, which included a
6 Statement of Facts, and Boeing admits the facts recited in the DPA's Statement of Facts are true.
7 Boeing also admits that Paragraph 13's quoted language appears in the DPA. The DPA speaks for
8 itself. Boeing denies all remaining allegations in Paragraph 13.

9 14. Boeing admits that it entered into the DPA on January 7, 2021, which included a
10 Statement of Facts, and Boeing admits the facts recited in the DPA's Statement of Facts are true.
11 Boeing also admits that Paragraph 14's quoted language appears in the DPA. The DPA speaks for
12 itself. Boeing denies all remaining allegations in Paragraph 14.

13 15. Boeing admits the allegations in Paragraph 15.

14 16. Boeing admits that it agreed to pay a Criminal Monetary Penalty under the terms
15 of the DPA. The DPA speaks for itself. Boeing denies all remaining allegations in Paragraph 16.

16 17. Boeing admits that it reorganized the company's engineering function to have all
17 Boeing engineers, as well as the company's Flight Technical Team, report through the company's
18 chief engineer rather than to the business units. Boeing denies all remaining allegations in
19 Paragraph 17.

20 18. Boeing admits that, from at least in and around November 2016 through at least in
21 and around December 2018, in the Northern District of Texas and elsewhere, Boeing, through
22 Mark Forkner and Patrik Gustavsson, knowingly, and with intent to defraud, conspired to defraud
23 the FAA AEG. Boeing denies all remaining allegations in Paragraph 18.

24 19. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 19 regarding any impact on Timaero's business and therefore denies
26 them. Boeing denies all remaining allegations in Paragraph 19.

1 **IV. FACTS**

2 20. The allegations in Paragraph 20 consist of legal conclusions to which no response
3 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
4 Paragraph 20.

5 21. Boeing admits that it began designing and selling the Boeing 737 in the 1960s.
6 Boeing also admits that over time it designed, manufactured, and sold versions of the Boeing 737,
7 which include 737 Classic models (-300, -400, and -500); 737 Next Generation (“NG”) models
8 (-600, -700, -800, -900, and -900ER); and the latest model, the 737 MAX (-8, -9, and -10). Boeing
9 denies all remaining allegations in Paragraph 21.

10 22. Boeing admits the allegations in Paragraph 22.

11 23. Boeing admits that Airbus SE launched the A320neo in December 2010. Boeing
12 also admits that Airbus SE marketed the A320neo as more fuel-efficient than the A320. The
13 remaining allegations in Paragraph 23 purport to quote or summarize portions of a *Seattle Times*
14 news article, which speaks for itself. To the extent a response is required, Boeing denies all
15 remaining allegations in Paragraph 23.

16 24. Boeing admits that the Boeing Board of Directors authorized the company to offer,
17 develop, and build a re-engined 737 model aircraft in August of 2011. Boeing also admits that,
18 prior to the launch of the 737 MAX program, Boeing considered designing a new airplane model.
19 Boeing denies all remaining allegations in Paragraph 24.

20 25. Boeing admits that the Boeing Board of Directors authorized the company to offer,
21 develop, and build a re-engined 737 model aircraft in August of 2011. Boeing also admits that the
22 individuals listed in the second sentence of Paragraph 25 were members of Boeing’s Board of
23 Directors at that time. Boeing further admits that John Biggs, John Bryson, and William Daley
24 were not members of the Board in August of 2011, and that they had been members of the Board
25 previously. Boeing denies all remaining allegations in Paragraph 25.

26 26. Boeing denies the allegations in Paragraph 26.

1 27. Boeing admits that it maintained an Organization Designation Authorization
2 throughout the design, development, testing, and certification of the 737 MAX. Boeing also admits
3 that, after FAA evaluation of the 737 MAX project, the FAA determined that certain aspects of
4 the 737 MAX Type Certification could be delegated; this is typical of Type Certification projects.
5 Boeing denies all remaining allegations in Paragraph 27.

6 28. Boeing admits that it maintained an Organization Designation Authorization
7 throughout the design, development, testing, and certification of the 737 MAX. Boeing lacks
8 knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph
9 28 regarding the FAA and Timaro and therefore denies them. Boeing denies all remaining
10 allegations in Paragraph 28.

11 29. Boeing admits that its Board of Directors oversees the company's business
12 conducted by its employees, managers, and corporate officers. The company's business includes
13 the design and development of commercial aircraft, including the 737 MAX. Boeing denies all
14 remaining allegations in Paragraph 29.

15 30. Boeing admits that through its business unit, BCA, it and the FAA resolved
16 allegations documented in then-pending Enforcement Investigative Reports through an agreement
17 executed in December 2015. The contents of the agreement speak for themselves. Boeing denies
18 all remaining allegations in Paragraph 30.

19 31. The allegations in Paragraph 31 characterize U.S. regulations, which speak for
20 themselves. To the extent a response is required, Boeing denies the allegations in Paragraph 31.

21 32. The allegations in Paragraph 32 consist of legal conclusions to which no response
22 is required. To the extent a response is required, Boeing denies the allegations in Paragraph 32.

23 33. Boeing admits that it entered into a Purchase Agreement with Timaro Ireland
24 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
25 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
26 denies all remaining allegations in Paragraph 33.

1 34. Boeing admits the allegations in Paragraph 34.

2 35. Boeing admits the FAA AEG was principally responsible for determining the
3 minimum level of pilot training required for a pilot to fly the 737 MAX aircraft for a U.S.-based
4 airline. Boeing denies all remaining allegations in Paragraph 35.

5 36. Boeing admits the allegations in Paragraph 36.

6 37. Boeing admits the allegation in Paragraph 37.

7 38. Boeing admits the allegations in Paragraph 38.

8 39. Boeing admits that Level B differences training generally includes computer-based
9 training. Boeing denies all remaining allegations in Paragraph 39.

10 40. Boeing admits the allegations in Paragraph 40.

11 41. Boeing admits the allegation in Paragraph 41.

12 42. Boeing admits the allegations in Paragraph 42.

13 43. Boeing admits the allegations in Paragraph 43.

14 44. Boeing admits the allegations in Paragraph 44.

15 45. Boeing admits the allegations in Paragraph 45.

16 46. Boeing admits the allegations in Paragraph 46.

17 47. Boeing admits the allegations in Paragraph 47.

18 48. Boeing admits that Forkner and Gustavsson understood that the FAA AEG relied
19 on them, as members of Boeing's 737 MAX Flight Technical Team, to identify and provide to the
20 FAA AEG all information that was relevant to the FAA AEG in connection with the FAA AEG's
21 publication of the 737 MAX FSB Report, including information that could impact the FAA AEG's
22 differences-training determination. Boeing denies all remaining allegations in Paragraph 48.

23 49. Boeing admits that Forkner and Gustavsson also understood that, because flight
24 controls were vital to flying modern commercial airplanes, differences between the flight controls
25 of the 737 NG and the 737 MAX were especially important to the FAA AEG for purposes of its
26

1 publication of the 737 MAX FSB Report and the FAA AEG's differences-training determination.
2 Boeing denies all remaining allegations in Paragraph 49.

3 50. Boeing denies the allegations in Paragraph 50.

4 51. Boeing admits that in January 2012, it applied for FAA certification of the 737
5 MAX as an amendment to Type Certificate No. A16WE. Boeing also admits that Timaero Ireland
6 Limited contracted to purchase 22 737 MAX aircraft pursuant to various contracts. Those contracts
7 speak for themselves. Boeing denies all remaining allegations in Paragraph 51.

8 52. Boeing denies the allegations in Paragraph 52.

9 53. The allegations in Paragraph 53 purport to quote or summarize portions of a *New*
10 *York Times* news article, which speaks for itself. To the extent a response is required, Boeing
11 denies the allegations in Paragraph 53.

12 54. The allegations in Paragraph 54 purport to quote or summarize portions of *Seattle*
13 *Times* or *Los Angeles Times* news articles, which speak for themselves. To the extent a response
14 is required, Boeing denies the allegations in Paragraph 54.

15 55. The allegations in Paragraph 55 purport to quote or summarize portions of a *New*
16 *York Times* news article, which speaks for itself. To the extent a response is required, Boeing
17 denies the allegations in Paragraph 55.

18 56. Boeing admits the allegations in Paragraph 56.

19 57. Boeing admits the allegation in Paragraph 57.

20 58. Boeing admits the allegation in Paragraph 58.

21 59. Boeing admits that the design of the 737 MAX includes CFM LEAP-1B engines,
22 which were larger and more fuel-efficient than those used by the 737 NG. Boeing also admits that
23 the engines on the 737 MAX are larger than the engines on earlier 737 model aircraft and are
24 mounted higher and farther forward on the wings to provide adequate ground clearance. Boeing
25 denies all remaining allegations in Paragraph 59.

26 60. Boeing admits the allegations in Paragraph 60.

1 61. Boeing admits the allegations in Paragraph 61.

2 62. Boeing denies the allegations in Paragraph 62.

3 63. Boeing admits that the different aerodynamics created a new handling characteristic
4 for the 737 MAX that caused the 737 MAX's nose to pitch up during a certain flight maneuver
5 called a high-speed, wind-up turn. Boeing denies all remaining allegations in Paragraph 63.

6 64. Boeing admits that the quoted language in Paragraph 64 consists of incomplete
7 portions of 14 C.F.R. § 25.203(a). In further response, Boeing admits that a stall occurs when the
8 air moving over the upper wing surface can no longer remain attached to the surface and the flow
9 breaks down. The breakdown of the flow and consequent loss of lift is dependent only upon the
10 angle of attack of the surface. Boeing denies all remaining allegations in Paragraph 64.

11 65. Boeing admits that a high-speed, wind-up turn was a "certification" maneuver, that
12 is, a maneuver outside the limits of what the 737 MAX would be expected to encounter during a
13 normal commercial passenger flight. Boeing also admits that if it did not fix the 737 MAX's pitch-
14 up characteristic in high-speed, wind-up turns, the FAA could determine that the 737 MAX did
15 not meet U.S. federal airworthiness standards. Boeing denies all remaining allegations in
16 Paragraph 65.

17 66. Boeing admits that the different aerodynamics on the MAX created a new handling
18 characteristic for the 737 MAX that caused the 737 MAX's nose to pitch up during a certain flight
19 maneuver called a high-speed, wind-up turn. Boeing also admits that if it did not fix the 737
20 MAX's pitch-up characteristic in high-speed, wind-up turns, the FAA could determine that the
21 737 MAX did not meet U.S. federal airworthiness standards. Boeing denies all remaining
22 allegations in Paragraph 66.

23 67. Boeing denies the allegations in Paragraph 67.

24 68. Boeing admits that, to fix the 737 MAX's pitch-up characteristic in high-speed,
25 wind-up turns, it created the Maneuvering Characteristics Augmentation System ("MCAS") and
26

1 incorporated it as part of the 737 MAX's flight controls. Boeing denies all remaining allegations
2 in Paragraph 68.

3 69. Boeing admits that, to fix the 737 MAX's pitch-up characteristic in high-speed,
4 wind-up turns, it created MCAS and incorporated it as part of the 737 MAX's flight controls.
5 Boeing also admits that, in operation, MCAS would automatically cause the airplane's nose to
6 pitch down by adjusting the 737 MAX's horizontal stabilizer. Boeing denies all remaining
7 allegations in Paragraph 69.

8 70. Boeing admits that the angle-of-attack ("AOA") sensors implemented in the design
9 of the 737 MAX are located on the fuselage of the aircraft. Boeing admits that the 737 MAX has
10 two AOA sensors, which measure and provide angle of attack information. Boeing also admits
11 that, when the 737 MAX was originally certified, the MCAS implemented in its design used input
12 from one AOA sensor at a time. Boeing also admits that, in operation, MCAS would automatically
13 cause the airplane's nose to pitch down by adjusting the 737 MAX's horizontal stabilizer. Boeing
14 denies all remaining allegations in Paragraph 70.

15 71. Boeing denies the allegations in Paragraph 71.

16 72. Boeing admits the allegations in Paragraph 72.

17 73. Boeing admits that, prior to the FAA's certification of the 737 MAX in 2017,
18 Boeing submitted documentation to the FAA indicating that MCAS could move the horizontal tail
19 a maximum of 0.6 degrees. Boeing denies all remaining allegations in Paragraph 73.

20 74. Boeing admits that an MCAS control law was implemented in the design of one of
21 its military aircraft. Boeing admits that the design of MCAS as implemented in the design of that
22 aircraft model differed from the design of MCAS as implemented in the design of the 737 MAX.
23 Boeing denies all remaining allegations in Paragraph 74.

24 75. Boeing denies the allegations in Paragraph 75.

25 76. Boeing admits that the FAA approved Boeing's proposal to proceed with
26 development of the 737 MAX aircraft on or about March 22, 2012. Boeing also admits that it

1 submitted an Amended Type Certificate application as part of this process. That application speaks
2 for itself. Boeing denies all remaining allegations in Paragraph 76.

3 77. Boeing admits on or about May 1 and 2, 2012, Boeing participated in a meeting
4 with the FAA and presented materials. Boeing's presentation materials speak for themselves.
5 Boeing denies all remaining allegations in Paragraph 77.

6 78. Boeing denies the allegations in Paragraph 78.

7 79. Boeing admits that it submitted a project level master certification plan for the 737
8 MAX Amended Type Certification on February 14, 2013, to the FAA. Boeing also admits that the
9 FAA Boeing Aviation Safety Oversight Office Organization Management Team provided
10 comments to a master certification plan for the 737 MAX on November 14, 2013, among other
11 times. Boeing denies all remaining allegations in Paragraph 79.

12 80. Boeing admits that the certification basis for the 737 MAX was approved on
13 February 18, 2014, after collaboration between Boeing and the FAA. Boeing denies all remaining
14 allegations in Paragraph 80.

15 81. Boeing denies the allegations in Paragraph 81.

16 82. Boeing admits that an MCAS control law was implemented in the design of one of
17 its military aircraft. Boeing admits that the design of MCAS as implemented in the design of that
18 aircraft model differed from the design of MCAS as implemented in the design of the 737 MAX.
19 Boeing denies all remaining allegations in Paragraph 82.

20 83. Boeing denies the allegations in Paragraph 83.

21 84. Boeing denies the allegations in Paragraph 84.

22 85. Boeing denies the allegations in Paragraph 85.

23 86. Boeing denies the allegations in Paragraph 86.

24 87. Boeing denies the allegations in Paragraph 87.

25 88. Boeing denies the allegations in Paragraph 88.

26 89. Boeing denies the allegations in Paragraph 89.

1 90. Boeing admits the allegations in Paragraph 90.

2 91. Boeing admits the allegations in Paragraph 91.

3 92. Boeing denies the allegations in Paragraph 92.

4 93. The allegations in Paragraph 93 purport to quote or summarize a *New York Times*
5 news article, which speaks for itself. To the extent a response is required, Boeing denies the
6 allegations in Paragraph 93.

7 94. The allegations in Paragraph 94 purport to quote or summarize a *Reuters* news
8 article, which speaks for itself. To the extent a response is required, Boeing denies the allegations
9 in Paragraph 94.

10 95. Boeing admits that the various quotations, excerpted from Boeing emails, appear
11 in the cited documents. These documents speak for themselves. Boeing denies all remaining
12 allegations in Paragraph 95.

13 96. Boeing admits that the various quotations, excerpted from Boeing emails, appear
14 in the cited documents. These documents speak for themselves. Boeing denies all remaining
15 allegations in Paragraph 96.

16 97. Boeing admits that the various quotations, excerpted from Boeing emails, appear
17 in the cited documents. These documents speak for themselves. Boeing denies all remaining
18 allegations in Paragraph 97.

19 98. Boeing admits that Boeing employees met with VEB representatives to discuss the
20 potential purchase of 737 MAX aircraft. Boeing denies all remaining allegations in Paragraph 98.

21 99. Boeing admits that at the 2013 Paris Airshow held at the Le Bourget airport in
22 France, Boeing representatives met with VEB representatives to discuss the purchase of several
23 737 MAX aircraft. VEB and Boeing then negotiated the terms of the Purchase Agreement, which
24 was not finalized until January of 2014. Boeing lacks knowledge or information sufficient to form
25 a belief as to the truth all remaining allegations in Paragraph 99 and therefore denies them.

26 100. Boeing denies the allegations in Paragraph 100.

1 101. Boeing admits that its representatives met with VEB representatives in 2013 and
2 discussed the purchase of 737 MAX aircraft. Boeing lacks knowledge or information sufficient to
3 form a belief as to the truth of all remaining allegations in Paragraph 101 and therefore denies
4 them.

5 102. Boeing admits that its representatives exchanged correspondence with VEB
6 representatives in 2013 about the purchase of 737 MAX aircraft. The correspondence speaks for
7 itself. Boeing denies all remaining allegations in Paragraph 102.

8 103. Boeing denies the allegations in Paragraph 103.

9 104. Boeing admits that it presented on the 737 MAX at the 2013 Dubai Air Show,
10 which took place between November 17 and November 21, 2013. The presentations speak for
11 themselves. Boeing denies all remaining allegations in Paragraph 104.

12 105. Boeing denies the allegations in Paragraph 105.

13 106. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
14 the allegations in Paragraph 106 and therefore denies them.

15 107. Boeing admits that on January 10, 2014, it entered into Purchase Agreement No.
16 4022 with Timaero Ireland Limited for the purchase of 20 737 MAX aircraft. Boeing denies all
17 remaining allegations in Paragraph 107.

18 108. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
19 the allegations in Paragraph 108 and therefore denies them.

20 109. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
21 Ireland Limited. Boeing also admits that it entered into an Aircraft General Terms Agreement
22 “VEB-AGTA” with Timaero Ireland Limited, executed on January 10, 2014. These contracts
23 speak for themselves. Boeing denies all remaining allegations in Paragraph 109.

24 110. Boeing denies the allegations in Paragraph 110.
25
26

1 111. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
2 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
3 Paragraph 111.

4 112. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
5 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
6 Paragraph 112.

7 113. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
8 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
9 Paragraph 113.

10 114. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
11 the allegations in Paragraph 114 and therefore denies them.

12 115. Boeing denies the allegations in Paragraph 115.

13 116. Boeing denies the allegations in Paragraph 116.

14 117. Boeing denies the allegations in Paragraph 117.

15 118. Boeing denies the allegations in Paragraph 118.

16 119. Boeing admits that its representatives met with VEB representatives in 2014 and
17 discussed the purchase of 737 MAX aircraft. Boeing lacks knowledge or information sufficient to
18 form a belief as to the truth of all remaining allegations in Paragraph 119 and therefore denies
19 them.

20 120. Boeing admits that its representatives met with VEB representatives in 2014 and
21 discussed the purchase of 737 MAX aircraft. Any presentation given by a Boeing representative
22 speaks for itself. Boeing lacks knowledge or information sufficient to form a belief as to the truth
23 of all remaining allegations in Paragraph 120 and therefore denies them.

24 121. Boeing admits that its representatives met with VEB representatives in 2014 and
25 discussed the purchase of 737 MAX aircraft. Any presentation given by a Boeing representative
26

1 speaks for itself. Boeing lacks knowledge or information sufficient to form a belief as to the truth
2 of all remaining allegations in Paragraph 121 and therefore denies them.

3 122. Boeing admits that the quoted language in Paragraph 122 appears in a public
4 statement it issued in July 2014. Boeing lacks knowledge or information sufficient to form a belief
5 as to the truth of the allegations in Paragraph 122 regarding Timaero's knowledge and therefore
6 denies them. Boeing denies all remaining allegations in Paragraph 122.

7 123. Boeing denies the allegations in Paragraph 123.

8 124. Boeing admits that the quoted language in Paragraph 124 appears on its website (as
9 of the date of this filing). Boeing's website speaks for itself. Boeing denies all remaining
10 allegations in Paragraph 124.

11 125. Boeing admits that it maintains, on its website, a news release with the quote:
12 "Boeing is recommending 737 MAX simulator training in addition to computer based training for
13 all MAX pilots prior to return to service of the 737 MAX." Boeing denies all remaining allegations
14 in Paragraph 125.

15 126. Boeing admits that it has marketed the 737 MAX to customers, including Timaero,
16 since at least 2013. Boeing lacks knowledge or information sufficient to form a belief as to the
17 truth of the allegations regarding the FAA email quoted in Paragraph 126 and therefore denies
18 them. Boeing denies all remaining allegations in Paragraph 126.

19 127. Boeing admits that that the various quotations, excerpted from Boeing emails,
20 appear in the cited documents. These documents speak for themselves. Boeing lacks knowledge
21 or information sufficient to form a belief as to the truth of the allegations in Paragraph 127
22 regarding the FAA's internal documents and therefore denies them. Boeing denies all remaining
23 allegations in Paragraph 127.

24 128. Boeing admits that Forkner and Gustavsson intentionally withheld and concealed
25 from the FAA AEG the fact that MCAS's operational scope had been expanded beyond what the
26 FAA AEG relied upon when it issued its provisional "Level B" differences-training determination

1 for the 737 MAX. Boeing also admits that because of the intentional withholding of information
 2 from the FAA AEG, the final version of the 737 MAX FSB Report lacked information about
 3 MCAS, and relevant portions of this 737 MAX FSB Report were materially false, inaccurate, and
 4 incomplete. Boeing also admits that airplane manuals and pilot-training materials for U.S.-based
 5 airlines lacked information about MCAS, and relevant portions of these manuals and materials
 6 were similarly materially false, inaccurate, and incomplete as a result. Boeing denies all remaining
 7 allegations in Paragraph 128.

8 129. Boeing denies the allegations in Paragraph 129, including its discrete subparts.

9 130. Boeing denies the allegations in Paragraph 130.

10 131. Boeing admits the allegations in Paragraph 131.

11 132. Boeing denies the allegations in Paragraph 132.

12 133. Boeing admits the allegations in Paragraph 133.

13 134. Boeing admits that David Loffing is a Vice President and Chief Engineer of Boeing
 14 Commercial Airplanes and that he was formerly the 737 MAX Engineering Integration Chief
 15 Engineer. Boeing denies all remaining allegations in Paragraph 134.

16 135. Boeing denies the allegations in Paragraph 135.

17 136. Boeing admits that it uses coordination (or “COORD”) sheets as a means to
 18 communicate engineering changes to an aircraft model. Boeing also admits that its Aerodynamics
 19 Stability & Control group released Revision D of the coordination sheet addressing MCAS, No.
 20 Aero-B-BBA8-C12-0159, on March 30, 2016. That COORD sheet speaks for itself. Boeing denies
 21 all remaining allegations in Paragraph 136.

22 137. Boeing admits that Forkner received a copy of a Crew/Systems Interface Document
 23 (“CSID”) for the 737 Flight Control System on or about March 22, 2016. The CSID speaks for
 24 itself. Boeing also admits that Forkner left Boeing in July 2018. Boeing denies all remaining
 25 allegations in Paragraph 137.

1 138. Boeing admits that it continued to share information with the FAA as part of the
2 process of certifying the 737 MAX. These materials speak for themselves. Boeing denies all
3 remaining allegations in Paragraph 138.

4 139. Boeing denies the allegations in Paragraph 139.

5 140. Boeing denies the allegations in Paragraph 140.

6 141. Boeing admits that Loffing provided testimony in *United States of America v.*
7 *Forkner*, No. 4:21-cr-00268-O-1 (N.D. Tex.). Paragraph 141 purports to summarize that
8 testimony. His testimony speaks for itself. Boeing denies all remaining allegations in Paragraph
9 141.

10 142. Boeing admits that Loffing provided testimony in *United States of America v.*
11 *Forkner*, No. 4:21-cr-00268-O-1 (N.D. Tex.). Paragraph 142 purports to summarize that
12 testimony. His testimony speaks for itself. Boeing denies all remaining allegations in Paragraph
13 142.

14 143. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
15 the allegations in Paragraph 143 and therefore denies them.

16 144. Boeing admits that, on or about January 19, 2016, Boeing completed a “Revision
17 NEW” of a document entitled “Single and Multiple Failure Accomplishment: Summary 737 MAX
18 Program” (“S&MF”). The document speaks for itself. Boeing also admits that it did not provide a
19 copy of this S&MF to the FAA prior to certification of the 737 MAX. Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 144 regarding
21 the FAA’s opinions and therefore denies them. Boeing denies all remaining allegations in
22 Paragraph 144.

23 145. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
24 145.

25 146. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
26 146.

1 147. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
2 147.

3 148. The S&MF speaks for itself. Boeing denies all remaining allegations in Paragraph
4 148.

5 149. Boeing admits the allegations in Paragraph 149.

6 150. Boeing admits that its Aerodynamics Stability & Control group released Revision
7 D of the coordination sheet No. Aero-B-BBA8-C12-0159 on or about March 30, 2016. That
8 document speaks for itself. Boeing also admits that it expanded MCAS's operational scope,
9 including the speed range within which MCAS could activate, significantly altering its original
10 design. Among other things, when the airplane registered a high angle of attack, the change
11 expanded the speed range within which MCAS could activate from approximately Mach 0.6-0.8
12 to approximately Mach 0.2-0.8—that is, from only high-speed flight to nearly the entire speed
13 range for the 737 MAX, including low-speed flight, which generally occurs at a lower altitude and
14 in and around takeoff and landing. Boeing denies all remaining allegations in Paragraph 150.

15 151. Boeing admits that after the issuance of Revision D to coordination sheet No. Aero-
16 B-BBA8-C12-0159, MCAS's operation in flaps up expanded to the Mach number range of 0.20
17 to 0.84. Prior to the expansion MCAS would have only operated in flaps up in the Mach number
18 range of 0.68 to 0.82. Boeing denies all remaining allegations in Paragraph 151.

19 152. Boeing denies the allegations in Paragraph 152.

20 153. Boeing denies the allegations in Paragraph 153.

21 154. Boeing admits that it expanded MCAS's operational scope, significantly altering
22 its original design. Boeing also admits that it removed the requirement from MCAS's design that
23 it would not activate until load factors exceeded 1.3g. Boeing further admits that, when the 737
24 MAX was originally certified, MCAS could be activated by erroneous angle-of-attack information
25 input from a single AOA sensor. Boeing denies all remaining allegations in Paragraph 154.
26

1 155. Boeing admits that AOA sensors measure the angle between the direction that the
2 nose of the airplane is pointing and the direction of the oncoming wind. Boeing also admits that
3 the 737 MAX has two AOA sensors. Boeing further admits that, when the 737 MAX was originally
4 certified, MCAS could be activated by erroneous angle-of-attack information input from a single
5 AOA sensor and could activate more than once. Boeing denies all remaining allegations in
6 Paragraph 155.

7 156. Boeing admits that a Boeing engineer sent an email on December 17, 2015. The
8 email speaks for itself. Boeing denies all remaining allegations in Paragraph 156.

9 157. Boeing denies the allegations in Paragraph 157.

10 158. Boeing denies the allegations in Paragraph 158.

11 159. Boeing admits that Forkner emailed the FAA AEG on March 30, 2016. That email
12 speaks for itself. Boeing denies all remaining allegations in Paragraph 159.

13 160. Boeing admits that the Joint Authorities Technical Review (“JATR”) submitted a
14 report to the FAA on October 11, 2019. That report speaks for itself. Boeing denies all remaining
15 allegations in Paragraph 160.

16 161. Boeing denies the allegations in Paragraph 161.

17 162. Boeing admits that it released a coordination sheet regarding 737 MAX Flaps Up
18 High Alpha Stabilizer Trim (MCAS) Requirements on or around July 5, 2016. That COORD sheet
19 speaks for itself. Boeing also admits that the MCAS parameters as described in that coordination
20 sheet were implemented into the design of the 737 MAX prior to certification of the aircraft on or
21 around March 8, 2017. Boeing denies all remaining allegations in Paragraph 162.

22 163. Boeing admits that on or about August 16, 2016, before the FAA AEG published
23 the 737 MAX FSB Report, the FAA AEG issued a provisional “Level B” differences-training
24 determination for the 737 MAX. At the time of this provisional determination, the FAA AEG was
25 unaware that Boeing had expanded MCAS’s operational scope. Boeing also admits that two
26 members of its Flight Technical team did not disclose the expansion to the FAA AEG personnel

1 responsible for publishing the 737 MAX FSB Report. Boeing denies all remaining allegations in
2 Paragraph 163.

3 164. Boeing admits the allegations in Paragraph 164.

4 165. Boeing admits the allegations in Paragraph 165.

5 166. Boeing admits the allegations in Paragraph 166.

6 167. Boeing admits the allegations in Paragraph 167.

7 168. Boeing admits that the various quotations, excerpted from Boeing instant messages,
8 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
9 allegations in Paragraph 168.

10 169. Boeing admits that it uses failure classifications in its hazard assessments to inform
11 designs. Boeing also admits that it follows regulatory guidance and industry standards to conduct
12 hazard and other safety assessments on its products. Boeing denies all remaining allegations in
13 Paragraph 169.

14 170. Boeing denies the allegations in Paragraph 170.

15 171. Boeing denies the allegations in Paragraph 171.

16 172. Boeing admits that it follows regulatory guidance and industry standards to conduct
17 hazard and other safety assessments on its products. Boeing denies all remaining allegations in
18 Paragraph 172.

19 173. Boeing admits that it applied for and received an “impractical exception” to certain
20 paragraphs of 14 C.F.R. § 25.1322 at amendment 131. Boeing denies all remaining allegations in
21 Paragraph 173.

22 174. Boeing denies the allegations in Paragraph 174.

23 175. Boeing denies the allegations in Paragraph 175.

24 176. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 176 and therefore denies them.

1 177. Boeing admits that the various quotations, excerpted from Boeing instant messages,
2 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
3 allegations in Paragraph 177.

4 178. Boeing admits that the 737 MAX has two AOA sensors. Boeing also admits that,
5 when the 737 MAX was originally certified, MCAS could be activated by erroneous angle-of-
6 attack information input from a single AOA sensor. Boeing further admits that an MCAS control
7 law was implemented in the design of one of its military aircraft. Boeing admits that the design of
8 MCAS as implemented in the design of that aircraft model differed from the design of MCAS as
9 implemented in the design of the 737 MAX. Boeing denies all remaining allegations in Paragraph
10 178.

11 179. The allegations in Paragraph 179 purport to quote or summarize portions of a *New*
12 *York Times* news article and an *NPR* news article, which speak for themselves. To the extent a
13 response is required, Boeing denies the allegations in Paragraph 179.

14 180. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
15 the allegations in Paragraph 180 regarding Airbus and therefore denies them. Boeing denies all
16 remaining allegations in Paragraph 180.

17 181. Boeing denies the allegations in Paragraph 181.

18 182. Boeing denies the allegations in Paragraph 182.

19 183. Boeing denies the allegations in Paragraph 183.

20 184. Boeing denies the allegations in Paragraph 184.

21 185. Boeing denies the allegations in Paragraph 185.

22 186. Boeing admits that an MCAS control law was implemented in the design of one of
23 its military aircraft. Boeing admits that the design of MCAS as implemented in the design of that
24 aircraft model differed from the design of MCAS as implemented in the design of the 737 MAX.
25 Boeing denies all remaining allegations in Paragraph 186.
26

1 187. Boeing admits that Boeing and Timaero Ireland Limited executed Supplemental
2 Agreement No. 1 to Purchase Agreement No. 4022 on or about September 15, 2016. The terms of
3 the contracts speak for themselves. Boeing denies all remaining allegations in Paragraph 187.

4 188. Boeing denies the allegations in Paragraph 188.

5 189. Boeing denies the allegations in Paragraph 189.

6 190. Boeing admits that it uses failure classifications in its hazard assessments to inform
7 designs. Boeing also admits that it follows regulatory guidance and industry standards to conduct
8 hazard and other safety assessments on its products. Boeing denies all remaining allegations in
9 Paragraph 190.

10 191. Boeing denies the allegations in Paragraph 191.

11 192. Boeing denies the allegations in Paragraph 192.

12 193. The allegations in Paragraph 193 purport to quote or summarize a *Satcom Guru*
13 blog and the JATR report, which speak for themselves. To the extent a response is required, Boeing
14 denies the allegations in Paragraph 193.

15 194. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
16 the allegations in Paragraph 194 and therefore denies them.

17 195. The allegations in Paragraph 195 purport to quote or summarize a *Seattle Times*
18 news article and Boeing communications, which speak for themselves. To the extent a response is
19 required, Boeing denies the allegations in Paragraph 195.

20 196. Boeing admits the allegations in Paragraph 196.

21 197. Boeing admits the allegations in Paragraph 197.

22 198. Boeing admits that the various quotations, excerpted from Boeing instant messages,
23 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
24 allegations in Paragraph 198.

1 199. The allegations in Paragraph 199 purport to quote or summarize a *Wall Street*
2 *Journal* news article, which speaks for itself. To the extent a response is required, Boeing denies
3 the allegations in Paragraph 199.

4 200. Boeing admits that, on or about November 15, 2016, Forkner and Gustavsson
5 recognized that the FAA AEG was under the misimpression that MCAS operated only during a
6 high-speed, wind up turn and could not operate at lower Mach speeds, such as at Mach 0.2. Boeing
7 also admits the allegations in the second sentence in Paragraph 200. Boeing denies all remaining
8 allegations in Paragraph 200.

9 201. Boeing admits that Forkner and Gustavsson also knew that MCAS's expanded
10 operational scope was relevant to the FAA AEG's decisions about the content of the 737 MAX
11 FSB Report, including whether to include information about MCAS. Boeing also admits that
12 Forkner and Gustavsson similarly understood that it was their responsibility to update the FAA
13 AEG about any relevant changes to the 737 MAX's flight controls—such as MCAS's expanded
14 operational scope. Boeing denies all remaining allegations in Paragraph 201.

15 202. Boeing admits that despite knowing that the FAA AEG had issued its provisional
16 “Level B” determination without any awareness that MCAS's operational scope had been
17 expanded to include high angle of attack conditions in nearly the entire speed range of ordinary
18 commercial flight, Forkner and Gustavsson did not correct the FAA AEG's understanding of
19 MCAS's operational scope or otherwise ensure that the FAA AEG's “Level B” determination was
20 based on an accurate understanding of MCAS's operation. Instead, Boeing—through Forkner and
21 Gustavsson—intentionally withheld and concealed from the FAA AEG their knowledge of
22 MCAS's expanded operational scope. Boeing denies all remaining allegations in Paragraph 202.

23 203. Boeing admits the allegations in Paragraph 203.

24 204. Boeing admits that around the time that Forkner and Gustavsson discussed
25 MCAS's expanded operational scope, Forkner asked a Boeing senior engineer assigned to the 737
26 MAX program about MCAS's operational scope. The senior engineer confirmed to Forkner that

1 MCAS could activate beyond the limited operational scope of a high-speed, wind-up turn. The
2 senior engineer suggested that Forkner contact certain subject-matter experts at Boeing for more
3 specific information about MCAS's operational scope. Boeing denies all remaining allegations in
4 Paragraph 204.

5 205. Boeing admits the allegations in Paragraph 205.

6 206. Boeing admits the allegations in the first three sentences of Paragraph 206. Boeing
7 also admits that neither Forkner nor Gustavsson shared the fact of MCAS's expanded operational
8 scope with the FAA AEG or otherwise corrected the FAA AEG's misimpression that MCAS's
9 operational scope was limited to high-speed, wind-up turns. Boeing denies all remaining
10 allegations in Paragraph 206.

11 207. Boeing admits that in doing so, Forkner and Gustavsson deceived the FAA AEG
12 into believing that the basis upon which the FAA AEG had initially "agreed" to remove any
13 information about MCAS from the 737 MAX FSB Report—that MCAS could only activate during
14 the limited operational scope of a high-speed, wind-up turn—remained the same. Boeing also
15 admits that Forkner and Gustavsson withheld their knowledge of MCAS from the FAA AEG to
16 avoid risking the FAA AEG taking any action that could threaten the differences-training
17 determination for the 737 MAX. Boeing denies all remaining allegations in Paragraph 207.

18 208. Boeing admits the allegations in the first sentence in Paragraph 208. Boeing also
19 admits that through the referenced email, Forkner again deceived the FAA AEG into believing
20 that the basis upon which the FAA AEG had initially "decided" to remove any information about
21 MCAS from the 737 MAX FSB Report—that MCAS could only activate during the limited
22 operational scope of a high-speed, wind-up turn—remained the same. Boeing denies all remaining
23 allegations in Paragraph 208.

24 209. Boeing admits the allegations in Paragraph 209.

25 210. Boeing admits the allegations in Paragraph 210.

1 211. Boeing admits that from in or around January 2017 through in or around July 2017
2 (when the 737 MAX FSB Report was published), Forkner and Gustavsson sent and caused to be
3 sent emails to representatives of various Boeing airline customers that had agreed to purchase the
4 737 MAX, including major U.S.-based airlines. Boeing admits the allegations in the second
5 sentence in Paragraph 211. Boeing denies all remaining allegations in Paragraph 211.

6 212. Boeing admits the allegations in Paragraph 212.

7 213. Boeing admits that because of Boeing's intentional withholding of information
8 from the FAA AEG, the final version of the 737 MAX FSB Report lacked information about
9 MCAS, and relevant portions of this 737 MAX FSB Report were materially false, inaccurate, and
10 incomplete. In turn, airplane manuals and pilot-training materials for U.S.-based airlines lacked
11 information about MCAS, and relevant portions of these manuals and materials were similarly
12 materially false, inaccurate, and incomplete as a result. Boeing denies all remaining allegations in
13 Paragraph 213.

14 214. Boeing admits that after the FAA AEG published the final version of the 737 MAX
15 FSB Report, Boeing continued to sell, and Boeing's U.S.-based airline customers were permitted
16 to fly, the 737 MAX. Pilots flying the 737 MAX for Boeing's airline customers were not provided
17 any information about MCAS in their airplane manuals and pilot-training materials. Boeing denies
18 all remaining allegations in Paragraph 214.

19 215. Boeing admits that the various quotations, excerpted from Boeing emails and
20 instant messages, appear in the cited documents. These documents speak for themselves. Boeing
21 denies all remaining allegations in Paragraph 215.

22 216. Boeing denies the allegations in Paragraph 216.

23 217. The allegations in Paragraph 217 purport to summarize a *Washington Post* news
24 article, which speaks for itself. To the extent a response is required, Boeing denies the allegations
25 in Paragraph 217.

1 218. Boeing admits that it entered into Purchase Agreement No. 4022 with Timaero
2 Ireland Limited. The contract speaks for itself. Boeing denies all remaining allegations in
3 Paragraph 218.

4 219. Boeing denies the allegations in Paragraph 219.

5 220. Boeing admits that the various quotations, excerpted from Boeing emails, appear
6 in the cited documents. These documents speak for themselves. Boeing denies all remaining
7 allegations in Paragraph 220.

8 221. Boeing admits that the various quotations, excerpted from Boeing emails, appear
9 in the cited documents. These documents speak for themselves. Boeing denies all remaining
10 allegations in Paragraph 221.

11 222. Boeing admits that the various quotations, excerpted from Boeing emails, appear
12 in the cited documents. These documents speak for themselves. Boeing denies all remaining
13 allegations in Paragraph 222.

14 223. Boeing admits that the various quotations, excerpted from Boeing emails, appear
15 in the cited documents. These documents speak for themselves. Boeing denies all remaining
16 allegations in Paragraph 223.

17 224. Boeing admits that the various quotations, excerpted from Boeing emails, appear
18 in the cited documents. These documents speak for themselves. Boeing denies all remaining
19 allegations in Paragraph 224.

20 225. Boeing admits that the various quotations, excerpted from Boeing emails, appear
21 in the cited documents. These documents speak for themselves. Boeing denies all remaining
22 allegations in Paragraph 225.

23 226. Boeing admits that the various quotations, excerpted from Boeing instant messages,
24 appear in the cited documents. These documents speak for themselves. Boeing denies all remaining
25 allegations in Paragraph 226.
26

1 227. Boeing admits that the various quotations, excerpted from Boeing emails, appear
2 in the cited documents. These documents speak for themselves. Boeing also admits that it issued
3 a public statement in January 2020. That public statement speaks for itself. Boeing further admits
4 that it sent letters to MAX operators on or around January 7, 2020. Those letters speak for
5 themselves. Boeing denies all remaining allegations in Paragraph 227.

6 228. Boeing admits that the various quotations, excerpted from various Boeing
7 documents, appear in the cited documents. These documents speak for themselves. Boeing denies
8 all remaining allegations in Paragraph 228.

9 229. Boeing denies the allegations in Paragraph 229.

10 230. Boeing denies the allegations in Paragraph 230.

11 231. Boeing admits that it issued a public statement on November 27, 2018, containing
12 the quoted language in Paragraph 231. That statement speaks for itself. Boeing also admits that an
13 order instituting cease-and-desist proceedings pursuant to Section 8A of the Securities Act of 1933,
14 making findings, and imposing a cease-and-desist order was issued by the Securities and Exchange
15 Commission on or around September 22, 2022. That Order speaks for itself. Boeing denies all
16 remaining allegations in Paragraph 231.

17 232. Boeing denies the allegations in Paragraph 232.

18 233. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
19 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
20 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 2,
21 which was executed on August 28, 2017. These documents speak for themselves. Boeing denies
22 all remaining allegations in Paragraph 233.

23 234. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
24 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
25 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 3,
26

1 which was executed on December 11, 2017. These documents speak for themselves. Boeing denies
2 all remaining allegations in Paragraph 234.

3 235. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 4,
6 which was executed on February 26, 2018. These documents speak for themselves. Boeing denies
7 all remaining allegations in Paragraph 235.

8 236. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
9 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
10 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 5,
11 which was executed on September 21, 2018. These documents speak for themselves. Boeing
12 denies all remaining allegations in Paragraph 236.

13 237. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
14 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
15 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 6,
16 which was executed on September 28, 2018. These documents speak for themselves. Boeing
17 denies all remaining allegations in Paragraph 237.

18 238. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
19 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
20 Agreements for the purchase of 737 MAX aircraft, including Supplemental Agreement No. 7,
21 which was executed on November 29, 2018. These documents speak for themselves. Boeing
22 denies all remaining allegations in Paragraph 238.

23 239. Boeing denies the allegations in Paragraph 239.

24 240. Boeing admits that it delivered two 737 MAX aircraft, sold under Purchase
25 Agreement No. 4022, in December 2018. Boeing denies all remaining allegations in
26 Paragraph 240.

1 241. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
2 the allegations in Paragraph 241 and therefore denies them.

3 242. Boeing denies the allegations in Paragraph 242.

4 243. Boeing admits that on or about December 19, 2018, Boeing delivered a 737 MAX
5 aircraft with Manufacturer's Serial Number 60458 and Registration Number HL8340 to
6 representatives from Timaero Ireland Limited and VEB. Boeing also admits that a customer flight
7 of the aircraft took place on or around December 13, 2018. Boeing denies all remaining allegations
8 in Paragraph 243.

9 244. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
10 the allegations in Paragraph 244 and therefore denies them.

11 245. Boeing admits that on or about December 29, 2018, Boeing delivered a 737 MAX
12 aircraft with Manufacturer's Serial Number 60459 and Registration Number HL8341 to
13 representatives of Timaero Ireland Limited and VEB. Boeing also admits that a customer flight of
14 the aircraft took place on or around December 23, 2018. Boeing denies all remaining allegations
15 in Paragraph 245.

16 246. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
17 the allegations in Paragraph 246 and therefore denies them.

18 247. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
19 the allegations in the first and third sentences of Paragraph 247 and therefore denies them. Boeing
20 denies all remaining allegations in Paragraph 247.

21 248. Boeing denies the allegations in Paragraph 248.

22 249. Boeing denies the allegations in Paragraph 249.

23 250. Boeing denies the allegations in Paragraph 250.

24 251. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 251 and therefore denies them.

1 252. The allegations in Paragraph 252 purport to quote or summarize a *New York Times*
2 news article, which speaks for itself. To the extent a response is required, Boeing denies the
3 allegations in Paragraph 252.

4 253. The allegations in Paragraph 253 purport to quote or summarize a news article
5 published by *The Dallas Morning News*, which speaks for itself. To the extent a response is
6 required, Boeing denies the allegations in Paragraph 253.

7 254. Boeing admits the allegations in Paragraph 254.

8 255. Boeing admits that on or about August 13, 2018, Boeing delivered a 737 MAX
9 aircraft with registration number PK-LQP to Transportation Partners Pte. Ltd., with that aircraft to
10 be operated by PT Lion Mentari Airlines. The aircraft with that registration number crashed shortly
11 after takeoff into the Java Sea near Indonesia on October 29, 2018, operated as Lion Air Flight
12 610. Boeing denies all remaining allegations in Paragraph 255.

13 256. Boeing admits the allegations in Paragraph 256.

14 257. Boeing admits the allegations in Paragraph 257.

15 258. Boeing admits the allegations in Paragraph 258.

16 259. Boeing admits that John Hamilton is a former Chief Engineer of BCA and that he
17 was in that role on or around October 30, 2019, when testifying before the House of
18 Representatives' Committee of Transportation and Infrastructure. His testimony speaks for itself.
19 Boeing denies all remaining allegations in Paragraph 259.

20 260. Boeing admits that the FAA issued an Emergency Order of Prohibition addressing
21 operation of the 737 MAX on or around March 13, 2019. The Order speaks for itself. Boeing also
22 admits that regulators in other countries issued operational restrictions on 737 MAX aircraft after
23 the crash of Ethiopian Airlines Flight 302, and these regulators subsequently lifted those
24 operational restrictions. Boeing denies all remaining allegations in Paragraph 260.

1 261. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
2 the allegations in Paragraph 261 regarding any impact on Timaero's business and therefore denies
3 them. Boeing denies all remaining allegations in Paragraph 261.

4 262. Boeing admits that, on or around November 6, 2018, it issued an Operations
5 Manual Bulletin ("OMB") for 737 MAX aircraft, titled "Uncommanded Nose Down Stabilizer
6 Trim Due to Erroneous Angle of Attack (AOA) During Manual Flight Only." The contents of the
7 OMB speak for themselves. Boeing denies all remaining allegations in Paragraph 262.

8 263. Boeing denies the allegations in Paragraph 263.

9 264. The allegations in Paragraph 264 purport to quote or summarize a *Wall Street*
10 *Journal* news article, which speaks for itself. To the extent a response is required, Boeing denies
11 the allegations in Paragraph 264.

12 265. Boeing admits that, on or around November 7, 2018, the FAA issued Emergency
13 Airworthiness Directive 2018-23-51. The Directive speaks for itself. Boeing denies all remaining
14 allegations in Paragraph 265.

15 266. Boeing admits that, on or around November 7, 2018, the FAA issued Emergency
16 Airworthiness Directive 2018-23-51. The Directive speaks for itself. Boeing denies all remaining
17 allegations in Paragraph 266.

18 267. Boeing admits that, on or around November 7, 2018, the FAA issued Emergency
19 Airworthiness Directive 2018-23-51. The Directive speaks for itself. Boeing denies all remaining
20 allegations in Paragraph 267.

21 268. Boeing denies the allegations in Paragraph 268.

22 269. Boeing denies the allegations in Paragraph 269.

23 270. Boeing denies the allegations in Paragraph 270.

24 271. Boeing admits that the FAA issued an Emergency Order of Prohibition addressing
25 operation of the 737 MAX on or around March 13, 2019. The Order speaks for itself. Boeing also
26 admits that regulators in other countries issued operational restrictions on 737 MAX aircraft after

1 the crash of Ethiopian Airlines Flight 302, and these regulators subsequently lifted those
2 operational restrictions. Boeing denies all remaining allegations in Paragraph 271.

3 272. Boeing admits that the FAA issued an Emergency Order of Prohibition addressing
4 operation of the 737 MAX on or around March 13, 2019. The Order speaks for itself. Boeing also
5 admits that regulators in other countries issued operational restrictions on 737 MAX aircraft after
6 the crash of Ethiopian Airlines Flight 302, and these regulators subsequently lifted those
7 operational restrictions. Boeing denies all remaining allegations in Paragraph 272.

8 273. Boeing admits that on or about December 16, 2019, Boeing issued a press release
9 addressing 737 MAX aircraft production. That press release speaks for itself. Boeing also admits
10 that Stanley Deal, the President and CEO of BCA, sent a letter to Anton Lysenkov, the Vice
11 President of VEB.RF, on December 16, 2019. The letter speaks for itself. Boeing denies all
12 remaining allegations in Paragraph 273.

13 274. Boeing denies the allegations in Paragraph 274.

14 275. Boeing admits that there have been government investigations into and related to
15 the FAA's certification of the 737 MAX. Boeing denies all remaining allegations in
16 Paragraph 275.

17 276. Boeing admits that it entered into the DPA on January 7, 2021, which included a
18 Statement of Facts, and that the facts recited in the DPA's Statement of Facts are true. Boeing
19 denies all remaining allegations in Paragraph 276.

20 277. Boeing admits that there have been government investigations into and related to
21 the FAA's certification of the 737 MAX. Boeing further admits there have been private civil
22 actions initiated regarding the 737 MAX and the crashes of Flight 610 and Flight 302. Boeing
23 denies all remaining allegations in Paragraph 277.

24 278. Boeing admits that, in September 2020, the House Committee on Transportation
25 and Infrastructure issued a report titled, "The Design, Development & Certification of the Boeing
26 737 MAX." The report speaks for itself. Boeing denies all remaining allegations in Paragraph 278.

1 279. Boeing admits that, in September 2020, the House Committee on Transportation
2 and Infrastructure issued a report titled, “The Design, Development & Certification of the Boeing
3 737 MAX,” which contains the quoted language, without alterations, appearing in Paragraph 279,
4 including its discrete subparts. The report speaks for itself. Boeing denies all remaining allegations
5 in Paragraph 279, including its discrete subparts.

6 280. Boeing admits that from in or around January 2017 through in or around July 2017
7 (when the 737 MAX FSB Report was published), Forkner and Gustavsson sent and caused to be
8 sent emails to representatives of various Boeing airline customers that had agreed to purchase the
9 737 MAX, including major U.S.-based airlines, and in these emails, they referenced and included
10 drafts of the forthcoming 737 MAX FSB Report and airplane manuals and pilot-training materials.
11 None of these items contained any information about MCAS. Boeing denies all remaining
12 allegations in Paragraph 280.

13 281. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
14 the allegations in Paragraph 281 and therefore denies them.

15 282. Boeing admits that, on or about March 1, 2019, it received correspondence from
16 Sean McCreery. That correspondence speaks for itself. Boeing also admits that Timaero’s
17 Managing Director emailed Boeing employees on or about March 13, 2019. That email speaks for
18 itself. Boeing lacks knowledge or information sufficient to form a belief as to the truth of the
19 allegations in the last sentence in Paragraph 282 and therefore denies them. Boeing denies all
20 remaining allegations in Paragraph 282.

21 283. Boeing admits that it received correspondence from VEB’s Managing Director on
22 or about March 13, 2019. That email speaks for itself. Boeing lacks knowledge or information
23 sufficient to form a belief as to the truth of the allegations in the last sentence in Paragraph 283
24 and therefore denies them. Boeing denies all remaining allegations in Paragraph 283.
25
26

1 293. Boeing admits that the aerodynamics of the 737 MAX differ from those of the 737
2 NG. Boeing admits that MCAS is incorporated as part of the 737 MAX's flight controls. Boeing
3 denies all remaining allegations in Paragraph 293.

4 294. The allegations in Paragraph 294 consist of legal conclusions to which no response
5 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
6 Paragraph 294.

7 295. Boeing denies the allegations in Paragraph 295.

8 296. Boeing denies the allegations in Paragraph 296.

9 297. Boeing denies the allegations in Paragraph 297.

10 298. Boeing admits that during the design, development, and certification process for
11 the 737 MAX, Boeing expanded MCAS's operational scope, including the speed range within
12 which MCAS could activate, significantly altering its original design. Boeing also admits that
13 Forkner and Gustavsson concealed MCAS's expanded operational scope from the FAA AEG,
14 which defrauded, impaired, obstructed, defeated, and interfered with the FAA AEG's lawful
15 function to evaluate MCAS. Boeing denies all remaining allegations in Paragraph 298.

16 299. Boeing denies the allegations in Paragraph 299.

17 300. Boeing denies the allegations in Paragraph 300.

18 301. The allegations in Paragraph 301 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 301 regarding
21 Timaero's state of mind and therefore denies them. Boeing denies all remaining allegations in
22 Paragraph 301.

23 302. The allegations in Paragraph 302 consist of legal conclusions to which no response
24 is required. To the extent a response is required, Boeing lacks knowledge or information sufficient
25 to form a belief as to the truth of the allegations in Paragraph 302 regarding Timaero's state of
26 mind and therefore denies them. Boeing denies all remaining allegations in Paragraph 302.

1 303. Boeing admits that it applied to the FAA for Amended Type Certification of the
2 737 MAX. Boeing denies all remaining allegations in Paragraph 303.

3 304. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
6 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
7 Paragraph 304 regarding Timaero's state of mind and therefore denies them. Boeing denies all
8 remaining allegations in Paragraph 304, including its discrete subparts.

9 305. The allegations in Paragraph 305 consist of legal conclusions to which no response
10 from Boeing is required. To the extent a response is required, Boeing lacks sufficient information
11 to form a belief as to the truth of the allegations in Paragraph 305 regarding any impact on
12 Timaero's business and therefore denies them. Boeing denies all remaining allegations in
13 Paragraph 305.

14 306. Boeing admits that from at least in and around November 2016 through at least in
15 and around December 2018, within the United States, Boeing, through Forkner and Gustavsson,
16 conspired to defraud the FAA AEG. Boeing denies all remaining allegations in Paragraph 306.

17 307. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
18 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
19 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
20 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
21 Paragraph 307 regarding Timaero's state of mind and therefore denies them. Boeing denies all
22 remaining allegations in Paragraph 307.

23 308. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
24 the allegations in Paragraph 308 regarding Timaero's state of mind and therefore denies them.
25 Boeing denies all remaining allegations in Paragraph 308.

26 309. Boeing denies the allegations in Paragraph 309.

1 310. Boeing denies the allegations in Paragraph 310.

2 311. The allegations in the last sentence in Paragraph 311 consist of legal conclusions to
3 which no response from Boeing is required. To the extent a response is required, Boeing denies
4 the allegations in that sentence. Boeing denies all remaining allegations in Paragraph 311.

5 312. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
6 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
7 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
8 also admits that it delivered two 737 MAX aircraft pursuant to these agreements. Boeing denies
9 all remaining allegations in Paragraph 312.

10 313. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
11 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
12 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
13 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
14 Paragraph 313 regarding Timaero's leasing plans or any impact on Timaero's business and
15 therefore denies them. Boeing denies all remaining allegations in Paragraph 313.

16 314. Boeing admits that on or about February 28, 2019, Boeing received correspondence
17 from McCreery. The correspondence speaks for itself. Boeing lacks knowledge or information
18 sufficient to form a belief as to the truth of the allegations in Paragraph 314 regarding Timaero's
19 leasing plans or any impact on Timaero's business and therefore denies them. Boeing denies all
20 remaining allegations in Paragraph 314.

21 315. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
22 the allegations in Paragraph 315 regarding any impact on Timaero's business and therefore denies
23 them. Boeing denies all remaining allegations in Paragraph 315.

24 316. Boeing denies the allegations in Paragraph 316.

25 317. The allegations in Paragraph 317 consist of legal conclusions to which no response
26 from Boeing is required. Boeing lacks information sufficient to form a belief as to the truth of the

1 allegations in Paragraph 317 regarding Timaero's state of mind or any impact on Timaero's
2 business and therefore denies them. Boeing denies all remaining allegations in Paragraph 317.

3 318. Boeing incorporates by reference its responses to Paragraphs 1 to 318, *supra*, as if
4 fully set forth herein.

5 319. Boeing admits that it designs, manufactures, and sells the 737 MAX aircraft.
6 Boeing also admits that it entered into a Purchase Agreement with Timaero Ireland Limited, which
7 attaches or incorporates various exhibits, Letter Agreements, and Supplemental Agreements for
8 the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing denies all
9 remaining allegations in Paragraph 319.

10 320. Boeing denies the allegations in Paragraph 320.

11 321. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
12 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
13 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
14 also admits that it has provided materials to VEB about the 737 MAX aircraft. These materials
15 speak for themselves. Boeing denies all remaining allegations in Paragraph 321.

16 322. The allegations in Paragraph 322 consist of legal conclusions to which no response
17 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
18 Paragraph 322.

19 323. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
20 the allegations in Paragraph 323 regarding Timaero's state of mind and therefore denies them.
21 Boeing denies all remaining allegations in Paragraph 323.

22 324. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
23 the allegations in Paragraph 324 regarding any impact on Timaero's business and therefore denies
24 them. Boeing denies all remaining allegations in Paragraph 324.

25 325. Boeing denies the allegations in Paragraph 325.

26 326. Boeing denies the allegations in Paragraph 326.

1 327. Boeing admits that the aerodynamics of the 737 MAX differ from those of the 737
2 NG. Boeing admits that MCAS is incorporated as part of the 737 MAX's flight controls. Boeing
3 denies all remaining allegations in Paragraph 327.

4 328. The allegations in Paragraph 328 consist of legal conclusions to which no response
5 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
6 Paragraph 328.

7 329. Boeing denies the allegations in Paragraph 329.

8 330. Boeing denies the allegations in Paragraph 330.

9 331. Boeing denies the allegations in Paragraph 331.

10 332. Boeing admits that during the design, development, and certification process for
11 the 737 MAX, Boeing expanded MCAS's operational scope, including the speed range within
12 which MCAS could activate, significantly altering its original design. Boeing also admits that
13 Forkner and Gustavsson concealed MCAS's expanded operational scope from the FAA AEG,
14 which defrauded, impaired, obstructed, defeated, and interfered with the FAA AEG's lawful
15 function to evaluate MCAS. Boeing denies all remaining allegations in Paragraph 332.

16 333. Boeing denies the allegations in Paragraph 333.

17 334. Boeing denies the allegations in Paragraph 334.

18 335. The allegations in Paragraph 335 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 335 regarding
21 Timaero's state of mind and therefore denies them. Boeing denies all remaining allegations in
22 Paragraph 335.

23 336. The allegations in Paragraph 336 consist of legal conclusions to which no response
24 is required. To the extent a response is required, Boeing lacks knowledge or information sufficient
25 to form a belief as to the truth of the allegations in Paragraph 336 regarding Timaero's state of
26 mind and therefore denies them. Boeing denies all remaining allegations in Paragraph 336.

1 337. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
2 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
3 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
4 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
5 Paragraph 337 regarding Timaero's state of mind and therefore denies them. Boeing denies all
6 remaining allegations in Paragraph 337, including its discrete subparts.

7 338. The allegations in Paragraph 338 consist of legal conclusions to which no response
8 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 338 regarding
10 any impact on Timaero's business and therefore denies them. Boeing denies all remaining
11 allegations in Paragraph 338.

12 339. Boeing admits that from at least in and around November 2016 through at least in
13 and around December 2018, within the United States, Boeing, through Forkner and Gustavsson,
14 conspired to defraud the FAA AEG. Boeing denies all remaining allegations in Paragraph 339.

15 340. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
16 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
17 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
18 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
19 Paragraph 340 regarding Timaero's state of mind and therefore denies them. Boeing denies all
20 remaining allegations in Paragraph 340.

21 341. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
22 the allegations in Paragraph 341 regarding Timaero's state of mind and therefore denies them.
23 Boeing denies all remaining allegations in Paragraph 341.

24 342. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
25 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
26 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing

1 also admits that it delivered two 737 MAX aircraft pursuant to these agreements. Boeing denies
2 all remaining allegations in Paragraph 342.

3 343. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft. These documents speak for themselves. Boeing
6 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
7 Paragraph 343 regarding any impact on Timaero's business and therefore denies them. Boeing
8 denies all remaining allegations in Paragraph 343.

9 344. Boeing admits that on or about February 28, 2019, Boeing received correspondence
10 from McCreery. The correspondence speaks for itself. Boeing lacks knowledge or information
11 sufficient to form a belief as to the truth of the allegations in Paragraph 344 regarding Timaero's
12 sales or leasing business and therefore denies them. Boeing denies all remaining allegations in
13 Paragraph 344.

14 345. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
15 the allegations in Paragraph 345 regarding any impact on Timaero's business and therefore denies
16 them. Boeing denies all remaining allegations in Paragraph 345.

17 346. Boeing denies the allegations in Paragraph 346.

18 347. The allegations in Paragraph 347 consist of legal conclusions to which no response
19 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations in Paragraph 347 regarding
21 Timaero's state of mind or any impact on Timaero's business and therefore denies them. Boeing
22 denies all remaining allegations in Paragraph 347.

23 348–65. The Court dismissed Count III of Timaero's Second Amended Complaint (Product
24 Liability under the WPLA). Dkt. #127 at 10–11. No response is required by Boeing to any of the
25 allegations supporting this cause of action, which is set forth in Paragraphs 348 to 365. To the
26 extent a response is required, Boeing denies the allegations in Paragraphs 348 to 365.

1 366. Boeing incorporates by reference its responses to Paragraphs 1 to 365, *supra*, as if
2 fully set forth herein.

3 367. Boeing admits that it entered into a Purchase Agreement with Timaero Ireland
4 Limited, which attaches or incorporates various exhibits, Letter Agreements, and Supplemental
5 Agreements for the purchase of 737 MAX aircraft. Boeing also admits that it entered into an
6 Aircraft General Terms Agreement “VEB-AGTA” with Timaero Ireland Limited, executed on
7 January 10, 2014. These documents speak for themselves. Boeing denies all remaining allegations
8 in Paragraph 367.

9 368. The allegations in Paragraph 368 consist of legal conclusions to which no response
10 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
11 Paragraph 368.

12 369. The allegations in Paragraph 369 purport to quote or summarize the VEB-AGTA.
13 The VEB-AGTA speaks for itself. Boeing denies all remaining allegations in Paragraph 369.

14 370. The allegations in Paragraph 370 consist of legal conclusions to which no response
15 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
16 Paragraph 370.

17 371. The allegations in Paragraph 371 purport to quote or summarize the VEB-AGTA.
18 The VEB-AGTA speaks for itself. Boeing denies all remaining allegations in Paragraph 371.

19 372. The allegations in Paragraph 372 purport to quote or summarize the VEB-AGTA.
20 The VEB-AGTA speaks for itself. Boeing denies all remaining allegations in Paragraph 372.

21 373. Boeing denies the allegations in Paragraph 373.

22 374. The allegations in Paragraph 374 consist of legal conclusions to which no response
23 from Boeing is required. To the extent a response is required, Boeing admits that two 737 MAX
24 aircraft have been delivered pursuant to Purchase Agreement No. 4022. Boeing denies all
25 remaining allegations in Paragraph 374.
26

1 375. The allegations in Paragraph 375 consist of legal conclusions to which no response
2 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
3 Paragraph 375.

4 376. Boeing denies the allegations in Paragraph 376.

5 377. The allegations in Paragraph 377 consist of legal conclusions to which no response
6 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
7 Paragraph 377.

8 378. The allegations in Paragraph 378 consist of legal conclusions regarding the scope
9 of Washington law to which no response is required. To the extent a response is required, Boeing
10 denies the allegations in Paragraph 378.

11 379. The allegations in Paragraph 379 consist of legal conclusions to which no response
12 from Boeing is required. To the extent a response is required, Boeing denies the allegations in
13 Paragraph 379.

14 380. The allegations in Paragraph 380 consist of legal conclusions to which no response
15 from Boeing is required. To the extent a response is required, Boeing lacks knowledge or
16 information sufficient to form a belief as to the truth of the allegations in Paragraph 380 regarding
17 Timaero's leasing plans or any impact on Timaero's business and therefore denies them. Boeing
18 denies all remaining allegations in Paragraph 380.

19 381. Boeing admits that on or about February 28, 2019, Boeing received correspondence
20 from McCreery. The correspondence speaks for itself. Boeing lacks knowledge or information
21 sufficient to form a belief as to the truth of the allegations in Paragraph 381 regarding Timaero's
22 leasing plans or any impact on Timaero's business and therefore denies them. Boeing denies all
23 remaining allegations in Paragraph 381.

24 382. Boeing lacks knowledge or information sufficient to form a belief as to the truth of
25 the allegations in Paragraph 382 regarding any impact on Timaero's business and therefore denies
26 them. Boeing denies all remaining allegations in Paragraph 382.

383. Boeing denies the allegations in Paragraph 383.

384. Boeing lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 384 regarding any impact on Timaero's business and therefore denies them. Boeing denies all remaining allegations in Paragraph 384.

385–94. The Court dismissed Count IV of Timaero's Second Amended Complaint (Unjust Enrichment). Dkt. #127 at 11–12. No response is required by Boeing to any of the allegations supporting this cause of action, which is set forth in Paragraphs 385 to 394. To the extent a response is required, Boeing denies the allegations in Paragraphs 385 to 394.

VI. PRAYER FOR RELIEF

Timaero's Prayer for Relief, ¶¶ A–H, does not contain allegations to which Boeing need respond. To the extent a response is required, Boeing denies that Timaero is entitled to any relief from Boeing.

AFFIRMATIVE DEFENSES

1. Timaero has stated claims for relief to which the Court has already determined it can be awarded no relief. Additionally, Timaero's Second Amended Complaint fails to state a claim upon which relief can be granted against Boeing and further fails to state facts sufficient to entitle Timaero to the relief sought, or to any relief whatsoever, from Boeing.

2. The 737 MAX at issue in this litigation were intended for and sold to a knowledgeable and sophisticated user over whom Boeing had no control or right of control.

3. If Timaero's damages, if any, were proximately caused by the acts or omissions of others over whom Boeing had no control or right of control, those acts or omissions were a superseding and sole, direct, and proximate cause of Timaero's damages, if any.

4. An award or judgment rendered in favor of Timaero must be offset or reduced by the amount of benefits Timaero received, or is entitled to receive, from any source in connection with the events alleged in the Second Amended Complaint.

1 5. Some or all of Timaero's claims and available damages may be barred by virtue of
2 prior settlements.

3 6. Some or all of Timaero's claims and available damages may be preempted by
4 federal law.

5 7. Some or all of Timaero's claims and available damages are barred by provisions in
6 Boeing's Purchase Agreement and related contracts, including but not limited to Supplemental
7 Agreements.

8 8. To the extent Timaero recovers any damages for breach of contract, Boeing is
9 entitled to an offset or reduction of such damages to the extent of amounts due to Boeing under
10 the same contract.

11 Boeing reserves the right to amend or supplement these affirmative defenses.

12
13 Dated: July 31, 2023

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CERTIFICATE OF SERVICE
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